



Richard M. Flynn  
Commissioner

# State of New Hampshire

## Department of Safety

Division of Fire Standards and Training and Emergency Medical Services  
Richard M. Flynn Fire Academy  
222 Sheep Davis Road, Concord, New Hampshire  
Mailing Address: 33 Hazen Drive, Concord, New Hampshire 03305-0002



Richard A. Mason  
Director

RFP NHFA# 110

Exhibit A-1

### Proposal Cover Sheet

Proposal for: for the inspection and service hydrostatic testing of department SCBA bottles, cascade bottles, "D Size" O2 bottles, and SABA bottles at the New Hampshire Fire Academy campus, 222 Sheep Davis Road, Concord, New Hampshire 03301.

**Responding to RFP NHFA# 110**

OFFER: The undersigned hereby proposes to furnish to the Department of Safety, Fire Standards & Training and Emergency Medical Services, the services as described in the PROPOSAL in accordance with the specifications contained in the

RFP NHFA# 110

TOTAL COST (see cost proposal): \$ \_\_\_\_\_

The signer of the Bidder below signifies the assent of the Bidder to all of the terms and conditions of this RFP unless exception is taken, in writing.

BIDDER: \_\_\_\_\_  
Name of Corporation or Respondent

Address: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Type or Print Name Signed Above

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

*Fire Training – Certification – Fire Academy – Emergency Medical Services*

Business: (603) 271-2661

Fax: (603) 271-1901

Toll Free: 1-800-371-4503

TDD Access: 1-800-735-2964

[www.state.nh.us/safety/fst](http://www.state.nh.us/safety/fst)



Richard M. Flynn  
*Commissioner*

# State of New Hampshire

## Department of Safety

Division of Fire Standards and Training and Emergency Medical Services

Richard M. Flynn Fire Academy

222 Sheep Davis Road, Concord, New Hampshire

Mailing Address: 33 Hazen Drive, Concord, New Hampshire 03305-0002



Richard A. Mason  
*Director*

Dear Prospective Bidder:

Attached is a Request for Proposal, number NHFA 110, and contract format for Inspection and Service Hydrostatic Testing. The awarded contract will be effective for a two (2) year period after the approval of the Department of Safety, Division of Fire Standards & Training and Emergency Medical Services and the Governor and Executive Council of the State of New Hampshire.

If your firm is interested in bidding, please complete and return the following:

- Attachment 1 – Executed Certificate of Vote;
- Attachment 2 – Alternate W-9 Form (if you do not have a state vendor number);
- Attachment 3 - A current Certificate of Good Standing from the Secretary of State is required with the return of this RFP (this form is only obtainable through the Secretary of State);
- Attachment 4 - A current Certificate of Insurance.

Please clearly mark the outside of your envelope Bid #NHFA 110. Bids must be received by Heather Newland, 33 Hazen Drive, Concord, NH 03305 or hand delivered to the receptionist at the New Hampshire Fire Academy, 222 Sheep Davis Road, Concord, NH no later than 9:00 a.m. on Friday, November 3, 2006

Sincerely,

Heather Newland, Administrative Secretary  
Bureau of Facilities and Logistics  
New Hampshire Fire Academy  
33 Hazen Drive  
Concord, NH 03305

*Fire Training – Certification – Fire Academy – Emergency Medical Services*

Business: (603) 271-2661

Fax: (603) 271-1901

Toll Free: 1-800-371-4503

TDD Access: 1-800-735-2964

[www.state.nh.us/safety/fst](http://www.state.nh.us/safety/fst)

Department of Safety  
Division of Fire Standards & Training and Emergency Medical Services  
Bureau of Facilities and Support  
33 Hazen Drive  
Concord, New Hampshire 03301

Date: 10/25/06

Bid No.: NHFA 110

Date of Bid Opening: 11/03/06

Time of Bid Opening: 9:00 A.M.

PLEASE DIRECT ANY QUESTIONS REGARDING THIS BID TO: **HEATHER NEWLAND**  
TEL. NO: (603) 271-2661 - FAX No. (603) 271-1091  
EMAIL: HNEWLAND@SAFETY.STATE.NH.US

**RFP INVITATION FOR CONTRACT FOR: Inspection and Service Hydrostatic Testing**

Unless specifically amended or deleted by the Division of Plant and Property Management, the following General Terms and Conditions apply to this Bid and any resulting Purchase Order or Contract.

**GENERAL CONDITIONS AND INSTRUCTIONS:**

**NATURE OF, AND ELIGIBILITY TO RESPOND.** This bid invitation is submitted in accordance with Chapter 21-1, and rules promulgated thereunder, and constitutes a firm and binding offer. A bid may not be withdrawn unless permission is obtained from the Bureau of Purchase and Property.

Bids may be issued only by the Bureau of Purchase and Property and are not transferable.

**SAMPLES AND DEMONSTRATIONS.** When samples are required they must be submitted free of costs and will not be returned.

Items left for demonstration or evaluation purposes shall be delivered and installed free of charge and shall be removed at no cost to the State. Demonstration units shall not be offered to the State as new equipment.

**Bids.** Bids must be received at the Bureau of Purchase and Property before the date and time specified for the opening. Bids must be submitted on this bid form or exact copies and must be typed or clearly printed in ink. Corrections must be initialed. Bids are to be made less Federal Excise Tax and no charge for handling unless required by law.

Bids will be made available to the public after the time of award. Bid results will be given by mail only if requested in writing and accompanied by a self-addressed, stamped business size envelope.

**SPECIFICATIONS.** Vendors must submit on items as specified. Proposed changes must be submitted in writing and received at the Bureau of Purchase and Property at least five (5) working days prior to the bid opening. Vendors shall be notified in writing if any changes to the specifications are made.

**AWARD.** The award will be made to the responsible Vendor submitting a conforming RFP meeting specifications at the lowest cost unless other criteria are noted in the RFP. Unless otherwise noted, the award may be made by individual items.

If there is a discrepancy between the unit price and the extension, the unit price will prevail.

When identical low bids are received the award will be made in accordance with the Administrative Rules.

Discounts will not be considered in making award but may be offered on the Invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of Invoice, whichever is later. On orders specifying split deliveries, discounts will apply on the basis of each delivery or receipt of Invoice, whichever is later.

**PATENT INFRINGEMENT.** Any responding vendor who has reason to believe that any other responding vendor will violate a patent should such responding vendor be awarded the contract shall set forth in writing, prior to the date and time of opening, the grounds for his belief and a detailed description of the patent.

**ASSIGNMENT PROVISION.** The responding vendor hereby agrees to assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations, or contracts in restraint of trade which materially affect the price of goods or services obtained by the state under this contract if so requested by the State of New Hampshire.

**FEDERAL FUNDS.** This Division of Plant and Property Management, under RSA 21-1:14, VIII shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the Federal Procurement Standards.

**STATE'S OPTIONS:** The Bureau of Purchase and Property reserves the right to reject or accept all or any part of any bid, to determine what constitutes a conforming bid, to award the bid solely as it deems to be in the best interest of the State, and to waive irregularities that it considers not material to the bid.

**PUBLIC INFORMATION:** The responding vendor hereby acknowledges that all information relating to this bid and any resulting order (including but not limited to fees, contracts, agreements and prices) are subject to these laws of the State of New Hampshire regarding public information.

**PERSONAL LIABILITY:** The responding vendor agrees that in the preparation of this bid or the execution of any resulting contract or order, representatives of the State of New Hampshire shall incur no liability of any kind.

**PROOF OF COMPLIANCE.** The responding vendor may be required to supply proof of compliance with proposal specifications. When requested, the responding vendor must immediately supply the Bureau of Purchase and Property with certified test results or certificates of compliance. Where none are available, the State may require independent laboratory testing. All costs for such testing, certified test results or certificate of compliance shall be the responsibility of the responding vendor.

**FORM OF CONTRACT.** The terms and conditions set forth in any additional Terms and Conditions by the Bureau of Purchase and Property are part of the bid and will apply to any contract awarded the responding vendor unless specific exceptions are taken and accepted and will prevail over any contrary provisions in Terms and Conditions submitted by the responding vendor.

**OFFER.** The undersigned hereby offers to sell to the State of New Hampshire the commodities or services indicated in the following page(s) of this Bid at the price(s) quoted in complete accordance with all conditions of this Bid.

**Company  
Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Tel.:(local)** \_\_\_\_\_ **(Toll free)** \_\_\_\_\_

**Fax#:** \_\_\_\_\_ **(EMAIL)** \_\_\_\_\_

**Authorized  
Signature:** \_\_\_\_\_

**(TYPE OR PRINT NAME)**

This document must be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

Subject: Hydrostatic Testing

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. Identification and Definitions.**

1.1 State Agency Name Safety-Div of Fire Standards+Training and EMS		1.2 State Agency Address 33 Hazen Dr., Concord, NH 03305	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Account No.	1.6 Completion Date 06/30/08	1.7 Audit Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency Richard A. Mason, Director		1.10 State Agency Telephone Number 603-271-2661	
1.11 Contractor Signature		1.12 Name & Title of Contractor Signor	
1.13 Acknowledgment: State of _____, County of _____  On _____, before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name & Title of Notary or Justice of the Peace			
1.14 State Agency Signature(s)		1.15 Name/Title of State Agency Signor(s)	
1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants)  By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution)  By: _____ Assistant Attorney General, On: _____			
1.18 Approval by the Governor and Council  By: _____ On: _____			
2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("the State"), engages contractor identified in block 1.3 ("the Contractor") to perform, and the Contractor shall perform, that work or sale of goods, or both, identified and more particularly described in EXHIBIT A incorporated herein ("the Services").			
3. EFFECTIVE DATE: COMPLETION OF SERVICES. 3.1 This agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Council of the State of New Hampshire approve this agreement, ("the Effective Date"). 3.2 If the date for commencement in Exhibit A precedes the Effective Date all services performed by Contractor between the commencement date and the Effective Date shall be performed at the sole risk of the contractor and in the event that this Agreement does not become effective, the State shall be under no obligation to pay the contractor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement. All services must be completed by the date specified in block 1.6.			
4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the account identified in block 1.5 in the event funds in that account are reduced or unavailable.			

**It is unlawful to make any alteration to the text of this document.**

**A signature on this document signifies that no alterations have been made to the original text or format.**

# CONTRACT TERMS AND CONDITIONS

**1.** The State of New Hampshire, acting through the Division of Plant and Property Management, engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State documents, if any, and the Vendor's bid or quotation, both of which are incorporated herein by reference.

**2. COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS.** In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws.

**3. TERM.** The contract, and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.

**4. CONTRACT PRICE.** The contract price, a payment schedule and a maximum limitation of price shall be as specified by the bid invitation and the Vendor's bid. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the Vendor and complete payment for the Services. The State shall have no other liability to the Vendor.

**5. DELIVERY.** If the vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may re-purchase similar items from any other source without competitive bidding, and the original vendor may be liable to the state for any excess costs.

If a vendor is unable to complete delivery by the date specified, he must contact the using agency. However, the agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipments. All deliveries shall be FOB Destination.

**6. INVOICING.** All invoices must be in triplicate showing Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the invitation to bid or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received at the agency business office, whichever is later.

## **7. PERSONNEL.**

**7.1.** The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.

**7.2.** The person signing this agreement on behalf of the State, or his or her delegate ("Contracting Officer") shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.

## **8. EVENT OF DEFAULT; REMEDIES.**

**8.1.** Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Events of Default"):

**8.1.1.** failure to deliver the goods or services satisfactorily or on schedule; or

**8.1.2.** failure to submit any report required hereunder; or

**8.1.3.** failure to perform any of the other covenants and conditions of this agreement.

**8.2.** Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

**8.2.1.** give the Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Vendor notice of termination; and

**8.2.2.** give the Vendor a written notice specifying the Event of Default and suspending all payments to be made under this agreement and ordering that the portion of the Contract Price, which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and

**8.2.3.** set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and

**8.2.4.** treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Vendor.

**10. VENDOR'S RELATION TO THE STATE.** In the performance of this agreement the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

**11. ASSIGNMENT AND SUBCONTRACTS.** The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. No work required by this contract shall be subcontracted without the prior written consent of the State.

**12. INDEMNIFICATION.** The contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

**12.1 PATENT PROTECTION.** The seller agrees to indemnify and defend the State of New Hampshire from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).

**13. TOXIC SUBSTANCES.** In compliance with RSA 277-A known as the Workers Right to Know Act, the vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.

**14. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given below.

**15. AMENDMENT.** This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

**16. CONSTRUCTION OF AGREEMENT AND TERMS.** This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

**17. ADDITIONAL PROVISIONS.** The additional provisions (if any) have been set forth as Exhibit "A" hereto.

**18. ENTIRE AGREEMENT.** This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

## **REQUEST FOR PROPOSAL FOR CONTRACT FOR: Inspection and Service Hydrostatic Testing.**

### **PURPOSE**

The purpose of this invitation to bid is to establish a contract for inspection and service hydrostatic testing between a contractor and the State of New Hampshire, Department of Safety, Division of Fire Standards & Training and Emergency Medical Services. for the inspection and service hydrostatic testing of department SCBA bottles, Cascade bottles, "D Size" O2 Bottles, and SABA bottles for the Division of Fire Standards & Training and Emergency Medical Services, located at 222 Sheep Davis Road, Concord, New Hampshire 03301.

### **COMPLETING FORM P-37**

Form P-37 (pages 3&4 of this RFP) includes the standard Terms and Conditions prescribed by the Department of Safety, Division of Fire Standards & Training and Emergency Medical Services for providing Services to the State and are required for acceptance by Governor and Council. This form must be completed in the blocks numbered **1.3, 1.4, 1.11, 1.12, 1.13, 1.13.1, 1.13.2** and submitted with the proposal. The signor of this form must be an **Officer authorized to bind the Company**. If and when a selection for an award is made that requires Governor and Council approval, the balance of the Form P-37 will be completed by the Contracting Agency and submitted to Governor and Council for final approval. By signing this document you are agreeing with all the Terms and Conditions contained within this RFP. Any other term or condition submitted by the Vendor, regardless of when they are submitted during the RFP process, will be rejected.

### **VENDOR CERTIFICATIONS**

Prior to award of a contract, the vendor must be duly registered as an authorized vendor to conduct business in the State of New Hampshire.

### **STATE OF NEW HAMPSHIRE VENDOR APPLICATION**

Vendors must have a completed Vendor Application and W-9 Form on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): [www.admin.state.nh.us/purchasing/bids.asp](http://www.admin.state.nh.us/purchasing/bids.asp)

### **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION**

A person or persons conducting business under any name other than his/her own legal name must register with the NH Secretary of State. Businesses are classified as 'Domestic' (in-state) or 'foreign' (out-of-state). Please visit the following website to find out more about the requirements and filing fees for both classifications (see attachment 3): <http://www.nh.gov/sos/corporate>

### **CONTRACT TERM:**

The term of the contract shall be from date of **12/12/2006** through **06/30/2008**.

The State of New Hampshire shall have the right to terminate the contract at any time by giving the contractor a thirty- (30) day written notice.

### **BID PRICES:**

The prices bid by the successful contractor shall remain firm for the entire term of the contract and any extension thereof and shall include delivery and all other charges. Bid prices should be government and/or educationally discounted prices.

### **QUALIFICATIONS OF EMPLOYEES :**

All employees assigned by the contractor to perform all work under this contract shall be licensed, trained and/or certified, (bidder shall submit documentation of this requirement).

### **ORDERING PROCEDURE:**

The State agency shall place request for service or repairs directly to the contractor via telephone, fax or e-mail.

### **AUDITS AND ACCOUNTING:**

The successful contractor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the Terms and Conditions of this bid invitation and in determining the award and for monitoring any resulting contract. At intervals during the contract term, and prior to the termination of the contract, the successful contractor may be required to provide a complete and accurate accounting of all parts and services provided to the requesting agency.

### **BILLING:**

All invoices will be directed to the individual agency business office as stated elsewhere in this bid.

**INSURANCE:**

Prior to award of this contract, the contractor shall furnish a Certificate of Insurance as evidence of existence of broad form comprehensive general liability (CGL) in minimum amount of not less than \$250,000.00 per claimant, and \$2,000,000.00 per incident to include fire and extended coverage in an amount not less than 80% of the whole replacement value of the property. See attachment 4.

The contractor shall, at its sole expense, obtain said insurance and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefit of the State. The certificates shall contain a clause prohibiting cancellations or modifications of the policy for the duration of the contract.

The policies described above shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire.

**CONTRACT AWARD:**

The award of the contract shall be based upon the low **cumulative total** as indicated in the "offer" section of this bid invitation. The Department of Safety, Division of Fire Standards & Training and Emergency Medical Services, reserves the right to refuse any bid for any reason.

**NAME AND LOCATION OF BUILDINGS REQUIRING THIS SERVICE AGREEMENT:**

- **PHYSICAL LOCATION**  
**STATE OF NEW HAMPSHIRE,**  
**DEPARTMENT OF SAFETY**  
**DIVISION OF FIRE STANDARDS & TRAINING AND EMERGENCY MEDICAL SERVICES**  
**222 SHEEP DAVIS ROAD**  
**CONCORD NH 03305**                      **ON SITE STATE CONTACT: Lenny Deane at 603-271-2661.**
- **AGENCY REMIT ADDRESS**  
**STATE OF NEW HAMPSHIRE,**  
**DEPARTMENT OF SAFETY**  
**DIVISION OF FIRE STANDARDS & TRAINING AND EMERGENCY MEDICAL SERVICES**  
**33 HAZEN DRIVE**  
**CONCORD NH 03301**

**QUALIFICATION OF CONTRACTORS:**

The contractor must be able to prove they can provide satisfactory inspection services for the service listed within this bid.

The bidder shall list on the space provided below, at least three clients the bidder provides catering service for:

List of Clients:	Contact person:	Phone #:
_____	_____	_____
_____	_____	_____
_____	_____	_____

## SCOPE OF WORK

### SERVICE:

To provide inspection and service hydrostatic testing for the following:

#### **FY 2007 (12/12/2006-06/30/2007):**

Perform hydrostatic testing on (6) 60 minute SCBA Bottles.

Perform hydrostatic testing on (6) 30 minute SCBA Bottles.

Perform hydrostatic testing on 53 Cascade Bottles

Perform hydrostatic testing on 12 "D Size" 02' Bottles.

#### **FY 2008 (07/01/2007 – 06/30/2008):**

Perform hydrostatic testing on (120) 30 minute SCBA Bottles.

Perform hydrostatic testing on 12 "D Size" 02' Bottles.

Perform hydrostatic testing on 16 SABA Bottles.

The bid price shall include the cost for delivery and pick up of cylinders/bottles.

### **CONTRACTOR PLEASE COMPLETE:**

CONTRACTOR NAME & ADDRESS

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CONTACT PERSON

---

CONTACT PERSON E-MAIL

---

TEL.# \_\_\_\_\_ FAX# \_\_\_\_\_

REMIT ADDRESS

---



---



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TEL.# \_\_\_\_\_ FAX# \_\_\_\_\_



**OFFER:**

Contractor hereby offers to furnish **inspection and service hydrostatic testing** services to the State of New Hampshire agencies, institutions, political sub-divisions and authorized non-profit organizations wishing to participate, in accordance with all of the requirements of this bid invitation at the following prices for the entire contract term and any extension.

The unit prices and extensions indicated should be government and/or educationally discounted prices.

**COST PROPOSAL**

Bidder hereby offers to provide **inspection and service hydrostatic testing** to the State of New Hampshire in accordance with all of the requirements of this bid at the following rates per fiscal year for the entire contract term:

	Cost per Fiscal Year
<b><u>FY 2007 (12/12/2006-06/30/2007):</u></b>	
<b><u>FY 2008 (07/01/2007 – 06/30/2008):</u></b>	

**OFFER FORMAT:**

THIS RFP **#NHFA 110** MAY HAVE BEEN DELIVERED TO YOU IN 1 OF 2 FORMATS, FAXED OR WEB BASED. REGARDLESS OF THE FORMAT UTILIZED TO RECEIVE THIS BID, **VENDORS MUST** RETURN THEIR SIGNED HARD COPY OFFERS TO HEATHER NEWLAND OF THE BUREAU OF FACILITIES AND SUPPORT **BEFORE 9:00 a.m. on November 3, 2006.** **BIDDER MUST RETURN ALL ISSUED PAGES COMPLETED AND SIGNED WHERE REQUIRED.**

Mailing address will be:

NH DEPARTMENT OF SAFETY  
DIVISION OF FIRE STANDARDS & TRAINING AND EMERGENCY MEDICAL SERVICES  
33 HAZEN DRIVE  
CONCORD, NH 03301

**ATTENTION: HEATHER NEWLAND**

**BID RESULTS:**

Bid results will not be given over the telephone. For Vendors wishing to attend the bid Opening: Only the names of the Vendors submitting responses will be made public. Specific response information will not be given out, Bid results will be mailed to you if you include a self-addressed envelope with the correct amount of postage on it or Bid results may also be viewed on our web site at:

<http://www.nh.gov/safety/divisions/fstems/index.html>

ATTACHMENT 1

Certificate of Authority or Corporation or Vote authorizing signature.

This page is to be replaced by the above..

ATTACHMENT 2

Attention: Prospective Bidder:

To establish your company as a vendor for the State of New Hampshire, and “Alternate W-9” form is required. This form is for IRS purposes. The following information may help you in completing this form.

Individuals and sole proprietors must use their social security number in combination with their name, while partnerships and corporations must use their Federal Identification Number in combination with their company name. A Company is not automatically a corporation – be sure of your status before completing this form. In all cases, the information in our files should reflect the same information you use to file your annual federal tax return.

Please return the completed “Alternate W-9” form to:

Department of Safety  
Division of Fire Standards & Training and Emergency Medical Services  
Attn: Heather Newland  
33 Hazen Drive  
Concord, NH 03305

Or the form may be faxed to the attention of Heather Newland at (603) 271-1091.

If you have any questions, please call (603) 271-2661 ext. 211.

Thank you for your assistance with this matter, and we look forward to many years of doing business with your company.

Sincerely,

Heather Newland, Administrative Secretary  
Bureau of Facilities and Support  
NH Fire Academy  
33 Hazen Drive  
Concord, NH 03305



Richard M. Flynn  
Commissioner

# State of New Hampshire

## Department of Safety

Division of Fire Standards and Training and Emergency Medical Services

Richard M. Flynn Fire Academy

222 Sheep Davis Road, Concord, New Hampshire

Mailing Address: 33 Hazen Drive, Concord, New Hampshire 03305-0002



Richard A. Mason  
Director

### VENDOR APPLICATION

VENDOR # \_\_\_\_\_

#### NAME/LOCATION

Vendor Name: \_\_\_\_\_

DBA Name: \_\_\_\_\_

Remit Address: \_\_\_\_\_

City/Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Address: \_\_\_\_\_

City/Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Toll Free #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Website: \_\_\_\_\_ E-Mail (Main Office): \_\_\_\_\_

#### TYPE OF BUSINESS

(Note: Registration with the NH Secretary of State **MUST** be done **prior** to the awarding of any contracts) <http://www.nh.gov/sos/corporate>

INDIVIDUAL/SOLE-PROPRIETOR ☐ PARTNERSHIP/LLP ☐ CORPORATION/LLC ☐

Register with NH Secretary of State? \_\_\_\_\_ Registration Date: \_\_\_\_\_

State Incorporated In: \_\_\_\_\_

Type of Business: Retail ☐ Manufacturing ☐ Distributor ☐

Wholesale ☐ Service ☐ Broker ☐

Other (Specify type of business): \_\_\_\_\_ Date Business Established: \_\_\_\_\_

#### REPRESENTATION

Contact Person (s): \_\_\_\_\_

Address: \_\_\_\_\_

City/Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Mfg. Sales Representative: ☐ Direct Employee: ☐ Independent Sales Rep: ☐

Name/Title of Person(s) Authorized to Sign Bids and Proposals: \_\_\_\_\_

Telephone #: \_\_\_\_\_

*Fire Training – Certification – Fire Academy – Emergency Medical Services*

Business: (603) 271-2661

Fax: (603) 271-1901

Toll Free: 1-800-371-4503

TDD Access: 1-800-735-2964

[www.state.nh.us/safety/fst](http://www.state.nh.us/safety/fst)

**VENDOR INFORMATION**

Minority and/or Woman Owned Business:

1099 Vendor:

Items/Services that are not otherwise listed on the Commodity List: \_\_\_\_\_

\_\_\_\_\_

Restricted Areas of Service in New Hampshire: \_\_\_\_\_

Fed ID # (EIN/FIN): \_\_\_\_\_ Social Security # (SSN): \_\_\_\_\_

**SIGNATURE BLOCK**

I certify the above information to be correct and grant authorization to the State of New Hampshire to investigate any and all facts contained therein, including facility visitation.

Name and Title (print or type): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ADDRESS BLOCK**<http://www.state.nh.us/safety/fst/index.html>

(Phone) 603-271-2661

(Fax) 603-271-1091

DIVISION OF FIRE STANDARDS & TRAINING AND  
EMERGENCY MEDICAL SERVICES  
BUREAU OF FACILITIES AND LOGISTICS  
33 HAZEN DRIVE  
CONCORD NH 03305

**STATE OF NEW HAMPSHIRE**  
**ALTERNATE W-9 FORM**

PLEASE USE THIS FORM TO PROVIDE THE REQUESTED INFORMATION

**VENDOR #** \_\_\_\_\_

Pursuant to IRS Regulations, you must furnish your Taxpayer Identification Number (TIN) to the State whether or not you are required to file tax returns. If this number is not provided, you may be subject to a 31% withholding on each payment made to you. To avoid this 31% withholding and to ensure that accurate tax information is reported to the IRS, A RESPONSE IS REQUIRED.

**If a service provider is a part of a GROUP PRACTICE, it is the group name and TIN which is required on this Alternate W-9.**  
**If the service provider is a SOLE PROPRIETOR, it is the individual name and TIN which is required on this Alternate W-9.**

**NAME:** \_\_\_\_\_

**ADDITIONAL or DBA NAME:** \_\_\_\_\_

**REMIT ADDRESS:** \_\_\_\_\_

**CITY/TOWN:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**HOME/BUSINESS ADDRESS:** \_\_\_\_\_

**CITY/TOWN:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**TAXPAYER IDENTIFICATION NUMBER (TIN)** as used on IRS tax return

**Social Security # (SSN):** \_\_\_\_\_ **Fed ID # (EIN/FIN):** \_\_\_\_\_

**PRINCIPAL ACTIVITY** (select only ONE)

☐ Service Provider      ☐ Product/Merchandise Provider      ☐ Other Provider

List the principal type of service, product or other that is provided: \_\_\_\_\_

**DESIGNATION** (select ONLY THOSE which apply to you/your organization as provided to the IRS)

<input type="checkbox"/> Individual/Sole -Proprietor	<input type="checkbox"/> Government	<input type="checkbox"/> Personal Service Corp
<input type="checkbox"/> Partnership/LLP	<input type="checkbox"/> Estate or Trust	<input type="checkbox"/> Health Care Provider
<input type="checkbox"/> Corporation/ LLC	<input type="checkbox"/> Non-Profit (attach exemption)	<input type="checkbox"/> Legal Services

*Under penalty of perjury, I declare that the information provided is true, correct and complete, to the best of my knowledge and belief.*

**NAME & TITLE** (print or type): \_\_\_\_\_

**TELEPHONE #:** \_\_\_\_\_ **TOLL FREE #:** \_\_\_\_\_ **FAX #:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PLEASE RETURN WHEN COMPLETED TO:**

(Phone) 603-271-2661  
(Fax) 603-271-1091

<http://www.state.nh.us/safety/fst/index.html>

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ATTACHMENT 3

“Letter of Existence” from the Secretary of State’s Office.

This attachment is prepared by the above.

ATTACHMENT 4

Certificate of Insurance.

This page is to be replaced by a copy of your Certification of Insurance.